

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
N.E.W. HOLDINGS I, LLC		08/08/2006	LIMITED LIABILITY COMPANY:
N.E.W. CUSTOMER SERVICE COMPANIES, INC.		08/08/2006	CORPORATION:
NATIONAL ELECTRONICS WARRANTY CORPORATION		08/08/2006	CORPORATION:
N.E.W. HOME WARRANTY SERVICES, INC.		08/08/2006	CORPORATION:
N.E.W. INSURANCE AGENCY, INC.		08/08/2006	CORPORATION:
N.E.W. SELLERS ASSOCIATION, INC.		08/08/2006	CORPORATION:
N.E.W. CUSTOMER SERVICE COMPANIES OF SOUTH DAKOTA, INC.		08/08/2006	CORPORATION:
N.E.W. NORTH AMERICA CORP.		08/08/2006	CORPORATION:

## RECEIVING PARTY DATA

Name:	CREDIT SUISSE, CAYMAN ISLANDS BRANCH
Street Address:	ELEVEN MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	SWISS BANK:

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	2202043	APPLIANCE PROTECTION PLUS
Registration Number:	2414286	CUSTOMER SERVICE DOESN'T SUPPORT OUR BUSINESS, IT IS OUR BUSINESS

900056478

TRADEMARK  
REEL: 003376 FRAME: 0942

CH \$765.00 2202043

Registration Number:	2860743	E=CRM2
Registration Number:	2906908	E=CRM2
Registration Number:	2952409	E=CRM2
Registration Number:	2474254	GET IT FIXED RIGHT. NOW.
Registration Number:	2472196	GET IT FIXED RIGHT. NOW.
Registration Number:	2493261	GET IT FIXED RIGHT. NOW.
Registration Number:	2414287	I WANT A NEW ONE!
Registration Number:	1527326	KEEP IT NEW
Registration Number:	2006401	KEEP IT NEW!
Registration Number:	2411864	NEW
Registration Number:	2368059	NEW
Registration Number:	1747399	PRICE PLUS
Registration Number:	2804003	PRODUCT ASSIST
Registration Number:	2522529	PRODUCT ASSIST IS ONLINE SO YOUR CUSTOMERS DON'T HAVE TO STAND IN ONE
Registration Number:	2614755	QUICK ASSIST
Registration Number:	2718555	QUICK ASSIST
Registration Number:	2454276	REPAIR.COM
Registration Number:	2554209	REPAIR.COM
Registration Number:	2464724	REPAIR.COM
Registration Number:	2449889	REPAIRNOW.COM
Registration Number:	2439319	REPAIRNOW.COM
Registration Number:	2448293	REPAIRNOW.COM
Registration Number:	2437556	REPAIRNOW.COM
Registration Number:	2448290	REPAIRNOW.COM
Registration Number:	2448292	REPAIRNOW.COM
Registration Number:	2622450	RETURN ASSIST
Registration Number:	1737026	SATISFACTION PLUS
Registration Number:	2425496	TECHNICARD

#### CORRESPONDENCE DATA

Fax Number: (646)848-4455

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 212-848-4455

Email: jlik@shearman.com

Correspondent Name: Alexandro Padres

Address Line 1: 599 Lexington Avenue

**TRADEMARK**  
**REEL: 003376 FRAME: 0943**

Address Line 2:	Shearman & Sterling LLP
Address Line 4:	New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	2962/12791
-------------------------	------------

NAME OF SUBMITTER:	Alexandro Padres
--------------------	------------------

Signature:	/ALEXANDRO PADRES/
------------	--------------------

Date:	08/22/2006
-------	------------

<p>Total Attachments: 8</p> <p>source=SA - First Lien#page1.tif</p> <p>source=SA - First Lien#page2.tif</p> <p>source=SA - First Lien#page3.tif</p> <p>source=SA - First Lien#page4.tif</p> <p>source=SA - First Lien#page5.tif</p> <p>source=SA - First Lien#page6.tif</p> <p>source=SA - First Lien#page7.tif</p> <p>source=SA - First Lien#page8.tif</p>
---

## FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "First Lien IP Security Agreement") dated August 8, 2006 is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of Credit Suisse, Cayman Islands Branch ("Credit Suisse"), as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the First Lien Credit Agreement referred to below).

WHEREAS, N.E.W. Holdings I, LLC, a Delaware limited liability company ("Company"), N.E.W. Customer Service Companies, Inc., a Delaware corporation ("Holdings"), and Certain Subsidiaries of Company party thereto, as Guarantors, have entered into a First Lien Credit and Guaranty Agreement dated as of August 8, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement") with Credit Suisse, as Administrative Agent and Collateral Agent, and the Lenders party thereto. Terms defined in the First Lien Credit Agreement and not otherwise defined herein are used herein as defined in the First Lien Credit Agreement.

WHEREAS, as a condition precedent to the making of Credit Extensions and the issuance of Letters of Credit by the Lenders under the First Lien Credit Agreement and the entry into Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain First Lien Pledge and Security Agreement dated August 8, 2006 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Security Agreement").

WHEREAS, under the terms of the First Lien Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this First Lien IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

- (a) the patents and patent applications set forth in Schedule A hereto (the "Patents");
- (b) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");

(c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");

(d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this First Lien IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this First Lien IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this First Lien IP Security Agreement.

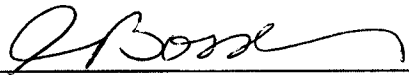
SECTION 4. Execution in Counterparts. This First Lien IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This First Lien IP Security Agreement has been entered into in conjunction with the provisions of the First Lien Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the First Lien Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This First Lien IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

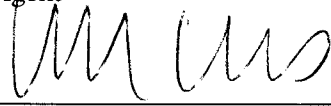
IN WITNESS WHEREOF, each Grantor has caused this First Lien IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**N.E.W. HOLDINGS I, LLC  
N.E.W. CUSTOMER SERVICE COMPANIES,  
INC.  
NATIONAL ELECTRONICS WARRANTY  
CORPORATION  
N.E.W. HOME WARRANTY SERVICES, INC.  
N.E.W. INSURANCE AGENCY, INC.  
N.E.W. SELLERS ASSOCIATION, INC.  
N.E.W. CUSTOMER SERVICE COMPANIES  
OF SOUTH DAKOTA, INC.  
N.E.W. NORTH AMERICA CORP.**

By:   
Name: David N. Bosserman  
Title: Senior Vice President and Chief  
Financial Officer

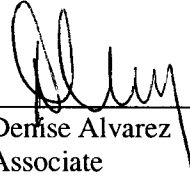
**CREDIT SUISSE, CAYMAN ISLANDS BRANCH,**  
as Collateral Agent

By: \_\_\_\_\_



Name: Robert Hetu  
Title: Managing Director

By: \_\_\_\_\_



Name: Demise Alvarez  
Title: Associate





SCHEDULE A

PATENTS




None



SCHEDULE B  
TRADEMARKS

Mark	Owner <sup>1</sup>	App. / Reg. No.	Class(es)	Date Filed / Registered
APPLIANCE PROTECTION PLUS	N	2,202,043	36	11/03/1998
CUSTOMER SERVICE DOESN'T SUPPORT OUR BUSINESS, IT IS OUR BUSINESS	N	2,414,286	36	12/19/2000
E=CRM2	N	2,860,743	35	07/06/2004
E=CRM2	N	2,906,908	36	11/30/2004
E=CRM2 (& Design) 	N	2,952,409	35, 36	05/17/2005
GET IT FIXED RIGHT. NOW.	N	2,474,254	35	07/31/2001
GET IT FIXED RIGHT. NOW.	N	2,472,196	37	07/24/2001
GET IT FIXED RIGHT. NOW.	N	2,493,261	42	09/25/2001
I WANT A NEW ONE!	N	2,414,287	36	12/19/2000
KEEP IT NEW (& Design) 	N	1,527,326	36	02/28/1996
KEEP IT NEW!	N	2,006,401	36	10/08/1986
NEW (& Design) 	N	2,411,864	35	12/12/2000
NEW (& Design) 	N	2,368,059	36	07/18/2000
PRICE PLUS	N	1,747,399	36	01/19/1993
PRODUCT ASSIST	N,G	2,804,003	35, 36, 42	01/13/2004
PRODUCT ASSIST IS ONLINE SO YOUR CUSTOMERS DON'T HAVE TO STAND IN ONE	N,G	2,522,529	35, 42	12/25/2001
QUICK ASSIST	N,G	2,614,755	35	09/03/2002

<sup>1</sup> N = National Electronics Warranty Corporation, G = Genco Distribution Systems, Inc.

Mark	Owner <sup>1</sup>	App. / Reg. No.	Class(es)	Date Filed / Registered
QUICK ASSIST	N,G	2,718,555	42	05/27/2003
REPAIR.COM	N	2,454,276	35	05/22/2001
REPAIR.COM	N	2,554,209	36	03/26/2002
REPAIR.COM	N	2,464,724	42	06/26/2001
REPAIRNOW.COM	N	2,449,889	35	05/08/2001
REPAIRNOW.COM	N	2,439,319	37	03/27/2001
REPAIRNOW.COM	N	2,448,293	42	05/01/2001
REPAIRNOW.COM (& Design) 	N	2,437,556	35	03/20/2001
REPAIRNOW.COM (& Design) 	N	2,448,290	37	05/01/2001
REPAIRNOW.COM (& Design) 	N	2,448,292	42	05/01/2001
RETURN ASSIST	N,G	2,622,450	36	09/17/2002
SATISFACTION PLUS	N	1,737,026	36	12/01/1992
TECHNICARD	N	2,425,496	37, 42	01/30/2001

SCHEDULE C

COPYRIGHTS

<u>Company</u>	<u>Country</u>	<u>Title</u>	<u>Type of Work</u>	<u>Application or Registration No.</u>	<u>Issue Date</u>
RepairNow.Com, Inc. <sup>φ</sup>	USA	AntiGlitch character	Visual Art	VAu457460	10/04/99
RepairNow.Com, Inc. <sup>φ</sup>	USA	Glitch character	Visual Art	VAu457459	10/04/99

---

<sup>φ</sup> *RepairNow.Com, Inc. merged into National Electronics Warranty Corporation on September 28, 2001 and these copyrights are now the property of National Electronics Warranty Corporation.*